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8 Attorneys for Plaintiff, CHALON  
9 ADVENTURES, INC., a California corporation

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17 **UNITED STATES DISTRICT COURT**

18 **CENTRAL DISTRICT OF THE STATE OF CALIFORNIA**

19 **CHALON ADVENTURES, INC.,**  
20 **a California corporation d.b.a.**  
21 **El Matador,**

22 **Plaintiff,**

23 **vs.**

24 **FULLERTON LOUNGE, a California**  
**corporation d.b.a. MATADOR**  
**CANTINA**

**Defendant.**

**Case No. 8:18-cv-01565-JLS-ADSx**

**APPLICATION FOR COURT ORDER  
SEEKING DISMISSAL OF ENTIRE  
ACTION WITH COURT RETAINING  
JURISDICTION OVER  
PERFORMANCE OF SETTLEMENT  
AGREEMENT AND STIPULATION  
FOR ENTRY OF JUDGMENT**

**[Filed Concurrently with Proposed Order]**

Stipulation Re: Dismissal and Retaining Court Jurisdiction

1 Plaintiff, CHALON ADVENTURES, INC., a California corporation d.b.a. El  
2 MATADOR and FULLERTON LOUNGE, INC., a California corporation d.b.a.  
3 MATADOR CANTINA, hereby jointly applies to this court for an Order Dismissing the  
4 within action with the court retaining Jurisdiction to Enforce performance of Settlement  
5 Agreement and Stipulation for Entry of Judgment as follows:

6 RECITALS

7 **WHEREAS**, from 1966 through the date of this Settlement and Release  
8 Agreement EL MATADOR has been continuously operating as a Mexican Food Restaurant  
9 in the State of California at 1768 Newport Blvd., Costa Mesa, California 92627 using the  
10 name of "EL MATADOR";

11 **WHEREAS**, on June 31, 2005 CHALON filed its Fictitious Business Name  
12 Statement (File No. 20056031959, refiled the same on May 18, 2010 as File No. 20106231065  
13 and again on September 11, 2015 as File No. 20156418515) setting forth its Fictitious Business  
14 Name as "EL MATADOR", "EL MATADOR RESTAURANT", "MATADOR" and/or  
15 "MATADOR RESTAURANT".

16 **WHEREAS**, on November 21, 2017 Plaintiff was issued a Service Mark in the  
17 name of "EL MATADOR" (Registration Number 5,337,754, Int. Cl.: 43 - Cocktail lounges;  
18 Restaurant services) in the Principal Register by the United States Patent and Trademark  
19 Office. (Ser. No. 85-084,569, Filed 07-14-2010 with First Use determined to be 1966 and "in-  
20 commerce" also determined to be in 1966);

21 **WHEREAS**, on or about early 2008 defendant Fullerton Lounge, Inc.  
22 commenced operating a Mexican Food Restaurant and Bar called the "Matador Cantina"  
23 and later the "Matador Cantina y Cocina";  
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1           **WHEREAS**, on or about August 31, 2018 plaintiff filed its complaint for False  
2 Designation of Origin and Unfair Competition under 15 U.S.C. §§ 1117 and 1125(a); Trade  
3 Name Infringement under 15 U.S.C. § 1125; Unfair Competition and False Advertising under  
4 15 U.S.C. §§ 1125(a); Unfair Competition and False Advertising under Cal Bus. & Prof. Code  
5 §§ 17200 and 17500 et seq. and Common Law Trademark Infringement and Unfair  
6 Competition as Amended on November 25, 2019 seeking injunctive relief against Defendant.  
7 and disgorgement of Profits resulting from the use the Matador Trademark and/or Service

8           **WHEREAS**, each of the parties hereto are desirous of seeking a resolution of  
9 The controversies raised by the various actions and disputes currently existing between the  
10 parties hereto and have entered into a Settlement Agreement which calls for performance over a  
11 Period not to exceed three (3) years.

12           **WHEREAS**, pursuant to the terms of a written Settlement Agreement the  
13 Parties have provided that should defendant default in the performance of the terms of the  
14 Settlement Agreement a Stipulation for Entry of Judgment shall be immediately entered  
15 upon application to the court.

16           **NOW THEREFORE**, both plaintiff and defendant hereby Stipulate and  
17 Agree, and hereby request as follows:

18           **1.0 COURT TO RETAIN JURISDICTION:** At the time of the  
19 Pronouncement of the settlement to the court, the court is hereby requested to dismiss the  
20 entire action, **RETAINING JURISDICTION** over the enforcement of the Settlement and  
21 Stipulated Judgment to be entered in the event of any default. At the discretion of the court,  
22 this matter may be placed upon the Omnibus Calendar for dismissal or enforcement of  
23 judgment as provided for herein.

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Stipulation Re: Dismissal and Retaining Court Jurisdiction



1                   2.0     **EVENT OF DEFAULT:** In the event of default Plaintiff may, after  
2 Providing ex-parte notice of intent to move for entry of judgment, request that the court  
3 enter judgment pursuant to the Settlement Agreement and Stipulation for Entry of  
4 Judgment.

5                   3.0     **DISMISSAL OF RETAINED JURISDICTION:** Immediately upon  
6 full performance of the obligations provided by the Settlement Agreement, each party shall  
7 cooperate in causing a dismissal of the Retained Jurisdiction over the action by the Court.

8                   4.0     **FILING STIPULATION OF AGREED JUDGMENT:** Plaintiff shall  
9 not file the Stipulation for Entry of Judgment, until there has been a default under the  
10 Stipulation which is not cured within the period provided in the Settlement Agreement and  
11 Stipulation for Entry of Judgment.

12                  5.0     **ENTRY OF JUDGMENT:**  
13  
14 In the event Defendant defaults under the terms and conditions of this  
15 Stipulation, which is not cured within the period provided therein, judgment may be entered  
16 forthwith, by plaintiff or Plaintiffs' attorneys filing a declaration, upon ex parte notice to  
17 Defendant. Said declaration shall set forth the acts and/or obligations of Defendant which  
18 describe any default not cured and which serve as a basis for the judgment being entered.

19                  6.0     **Notices:**

20 **NOTICES TO PLAINTIFF:**

21 Gregory McConaughy  
22 **Chalon Adventures, Inc.**  
23 2005 Yacht Mischief  
24 Newport Beach, CA 92660  
Email: [gmcx2002@yahoo.com](mailto:gmcx2002@yahoo.com)

1 **AND TO:**

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5 Costa Mesa, CA 92526

6 Telephone: 714-556-3888  
7 Email: [jcrpvt@sbcglobal.net](mailto:jcrpvt@sbcglobal.net)

8 **NOTICES TO DEFENDANT:**

9 Mario Marovic  
10 Fullerton Lounge, Inc.  
11 334 E. Coast Highway, #418  
12 Corona Del Mar, CA 92625  
13 Email: [mario@loungegroup.com](mailto:mario@loungegroup.com)

14 **AND TO:**

15 Thomas A. Fasel, Esq.  
16 **FASEL LAW**  
17 610 Newport Center Drive, Suite 810  
18 Newport Beach, California 92660

19 Telephone: 949-706-7002  
20 Email: [taf@fasellaw.com](mailto:taf@fasellaw.com)

21 **SO STIPULATED:**

22 **PLAINTIFF:**

23 Dated: 3-9-21

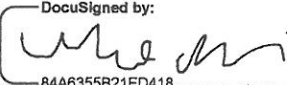
24 CHALON ADVENTURES, INC., a  
California corporation

By:   
Gregory S. McConaughy, president

1 DEFENDANT:

2 Dated: 3/4/2021

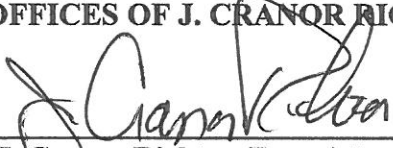
FULLERTON LOUNGE, INC., a  
California corporation

4 DocuSigned by:  
By:   
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Mario Marovic, president

6 APPROVED AS TO FORM AND CONTENT:

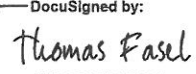
8 Dated: 3-9-21

LAW OFFICES OF J. CRANOR RICHTER

9 By:   
J. Cranor Richter, Esq., Attorney for  
Plaintiff, Chalon Adventures, Inc.,  
a California corporation

12 Dated: 3/3/2021

FASEL LAW

14 DocuSigned by:  
By:   
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Thomas A. Fasel, Esq., Attorney for  
FULLERTON LOUNGE, INC., a  
California corporation

24 Stipulation Re: Dismissal and Retaining Court Jurisdiction